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 ICON CLINICAL RESEARCH LLC; DOCS  
 GLOBAL, INC.; and ICON PLC

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

CHRYSTAL L. MILLER, individually and on  
 behalf of all others similarly situated,

Plaintiff(s),

v.

ICON PLC, LYNDIA HOLCROFT, DOCS  
 GLOBAL, INC., ICON CLINICAL  
 RESEARCH LLC, and DOES 1 - 100,

Defendants.

AND RELATED CROSS-CLAIMS.

Case No. 4:21-cv-07431-YGR

**FIRST AMENDED CROSS-  
 COMPLAINT OF ICON CLINICAL  
 RESEARCH LLC AGAINST  
 CHRYSTAL L. MILLER FOR:**

- 1. FRAUD – INTENTIONAL  
 MISREPRESENTATION**
- 2. FRAUD – CONCEALMENT**
- 3. NEGLIGENCE  
 MISREPRESENTATION**
- 4. BREACH OF CONTRACT**

**DEMAND FOR JURY TRIAL**

**FIRST AMENDED CROSS-COMPLAINT**

Defendant and Cross-Complainant ICON Clinical Research LLC (“ICON Clinical” or “the Company”) hereby brings this amended cross-complaint for damages and disgorgement against Plaintiff and Cross-Defendant Chrystal L. Miller (“Cross-Defendant” or “Miller”) and alleges as follows:

**NATURE OF THE ACTION**

1. Miller is a former employee of ICON Clinical who worked as a Clinical Research Associate (“CRA”) II in California from October 2017 until March 2019, when ICON Clinical terminated her employment with the Company. During her employment, Miller repeatedly defrauded the Company through inaccurate, misleading, forged, and fabricated expense reports, time recording entries, and clinical study monitoring logs. Examples of Miller’s fraudulent conduct include: (a) resubmitting expenses for which the Company had previously reimbursed her by falsely attributing those expenses to a different clinical study; (b) forging and fabricating receipts, including those for Lyft rides and hotel stays; (c) misrepresenting the number of days she traveled for work so that she would receive additional per diem reimbursements; and (d) misrepresenting the days and/or hours she physically spent on site at clinical studies. Miller engaged in this fraudulent conduct in connection with at least sixty separate expense reports and with these reports Miller submitted hundreds of fabricated, forged, and/or misleading ride share receipts, hotel receipts, and travel itineraries.

2. Miller’s fraudulent conduct caused extensive damage to ICON Clinical, including injuring its relationship with an important, existing client. Following an oversight visit conducted by this client, the client determined that there was potential for significant adverse impact to study data quality due to potential anomalies regarding factual documentation of monitoring visits by Miller, mandating the client to carry out a full investigation into this. An investigation of this nature was required as any such findings can adversely affect study timelines, delay a clinical trial from moving to the next phase or affect the accuracy of the findings at the relevant sites, which could potentially compromise patient safety.

3. ICON Clinical had to invest significant sums of money to repair this relationship and ensure that Miller had not compromised the validity of various clinical studies. Because of Miller's fraudulent expense report submissions and misleading and inaccurate clinical monitoring log entries, \$101,394.39 was refunded to this client on ICON Clinical's behalf, which represented the total amount reflected in Miller's expense report submissions for the clinical studies at issue. ICON Clinical incurred additional costs in the approximate amount of \$103,629.77 stemming from the Company's quality review of the clinical studies on which Miller had worked and the Company's investigation, upon the request of the client, into anomalies associated with her clinical monitoring log entries and expense report submissions.

4. ICON Clinical brings this action seeking damages against Miller in the amount of at least \$205,024.16. In addition, ICON Clinical seeks pre- and post-judgment interest, costs, and punitive damages.

### **THE PARTIES**

5. Defendant and Cross-Complainant ICON Clinical is a limited liability company organized and existing under and by virtue of the laws of the State of Delaware, doing business in the State of California.

6. Plaintiff and Cross-Defendant Chrystal Miller previously worked for ICON Clinical in California and based upon Miller's averments in the Complaint she is a resident of California. ICON Clinical employed Miller from October 9, 2017, until March 19, 2019, when the Company terminated her employment.

### **JURISDICTION**

7. This Court has subject matter jurisdiction over these proceedings pursuant to the general jurisdiction granted by the California Constitution.

8. This Court possesses personal jurisdiction over Cross-Defendant and venue is proper because Miller initiated the pending action in this Court.

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1 **STATEMENT OF FACTS**

2 **ICON Clinical's Business**

3 9. ICON Clinical is a Clinical Research Organization ("CRO") that provides  
4 outsourced development services to the pharmaceutical, biotechnology, and medical device  
5 industries. ICON Clinical specializes in the strategic development, management, and analysis of  
6 programs that support all stages of the clinical development process from compound selection to  
7 Phase I-IV clinical studies. ICON Clinical contracts with pharmaceutical, biotechnology, and  
8 medical device companies to provide these companies with clinical development support.

9 10. ICON Clinical employs CRAs who, among other responsibilities, identify, select,  
10 initiate, and close out appropriate investigational sites for clinical studies and monitor those sites  
11 to ensure the validity and quality of the clinical study data. CRAs regularly travel to monitor  
12 clinical study sites.

13 **ICON Clinical's Time-Recording & Expense Report Submission Requirements**

14 11. On September 27, 2017, Miller signed an offer letter to work for ICON Clinical as  
15 a CRA II. In accepting ICON Clinical's job offer, Miller agreed to abide by the Company's  
16 policies and expectations, which included submitting accurate expense reports and behaving  
17 honestly in connection with all work-related activities, and to comply with all applicable laws. In  
18 her signed offer letter, Miller agreed as follows: "You warrant and represent at all times during  
19 your employment with the Employer that you shall . . . comply at all times with all employee  
20 policies, SOPs, and procedures of the Employer including, but not limited to, the Employer's  
21 policy prohibiting . . . violation of applicable laws in the course of performing services for the  
22 Employer." The ICON Clinical Handbook provides as follows: "At ICON, we are committed to  
23 our core values of Accountability & Delivery, Collaboration, Partnership, and Integrity in  
24 everything we do. Meeting these values requires us all to work to the highest ethical standards  
25 and demonstrate a commitment to honesty, transparency, and quality. In order to consistently  
26 maintain our core values we must abide by all applicable laws, standards, rules and regulations  
27 when carrying out our duties on behalf of ICON."  
28

12. ICON Clinical required Miller to record accurately the amount of time she spent on work for ICON Clinical and to document accurately any time spent on clinical studies and at clinical sites. ICON Clinical also required Miller to follow the Company's travel policy and only seek reimbursement for expenses that Miller actually incurred.

13. Miller was well aware of these requirements, and was warned by ICON Clinical to comply with them when she was found to have violated ICON Clinical's requirements in 2018. That year, Miller was disciplined for her repeated use of unapproved travel sites to book her work travel. When booking hotel reservations for work-related travel, Miller had been using websites that were not authorized by ICON Clinical. Miller's conduct negatively affected her study teams' budgets and resulted in hotel expenses considerably higher than what ICON Clinical's policy allowed. Thus, on September 5, 2018, ICON Clinical issued Miller a written warning for her repeated failure to follow the Company's travel policy. ICON Clinical directed Miller to book all travel, including airfare, hotels, and rental cars, through its approved vendor, World Travel/Concur. On September 20, 2018, Miller signed the written warning and agreed that all expense reports she submitted going forward would comply with ICON Clinical's travel policy.

**Plaintiff's Failure to Document Site Monitoring Visits Accurately**

14. In January 2019, one of ICON Clinical's key clients began to become concerned about Miller's late arrival times at client sites for monitoring visits, her failure to complete certain action items during or after her visits, and inaccuracies in confirmation and follow-up letters issued by Miller after visits. One of the client's sites even considered instituting a sign-in and sign-out sheet just to capture Miller's arrival and departure times; the client was concerned that Miller was not accurately documenting the number of days spent conducting monitoring visits at the site (*i.e.*, Miller was reporting visiting the site on certain days when she in fact had not been there).

15. On February 19, 2019 and February 20, 2019, the client conducted an oversight visit of two studies that Miller monitored in Seattle, Washington. Miller had been scheduled to monitor the studies on January 29 and 30, 2019. Although Miller visited the site on January 29,

1 2019, she canceled the second day of the site visit indicating to the site that a second day was not  
2 needed. However, on the monitoring log, Miller reported that she *was* at the test site for both  
3 days (January 29 and 30, 2019), even though she had only been there on January 29, 2019.

4 16. On March 1, 2019, ICON Clinical issued a final writing warning to Miller for  
5 ongoing performance-related issues. The warning noted that, when conducting monitoring visits,  
6 Miller was expected to be on site for a full-work day (8 hours) unless the site limited the number  
7 of hours that could be spent there. Sites where Miller conducted monitoring visits had noted that  
8 Miller often arrived late and left early, even though Miller recorded full day visits in her  
9 timesheets, trip reports, and ICOTrial. The warning also documented that Miller had conflicting  
10 timesheets and data entries within ICOTrial. Miller had shown two site visits on the same day  
11 and in other instances full days for studies were recorded in ICOTrial while Miller's timesheets  
12 did not show any time for those studies or only a few hours.

13 17. During a meeting on March 5, 2019, between the client, Miller's supervisor  
14 Katrina Becher, and Miller, Miller admitted that she was not on site on January 30, 2019, even  
15 though she had recorded that she was on site that day. Miller also admitted that there were other  
16 instances where she had indicated being on site when in fact she was not there and still other  
17 instances where she reported arriving on time at the site but had actually arrived late.

18 18. ICON Clinical discussed these events further with Miller after completing a  
19 preliminary review of monitoring visit-related information from ICOTrial, ICON's Clinical Trial  
20 Management System, trip reports, and follow-up letters to sites. ICON Clinical also conducted  
21 interviews with sites where issues were noted. For visits where the visit log indicated a two-day  
22 visit when the visits were actually completed in one day, Miller indicated that the entries in the  
23 logs reflected the day on site as well as a follow-up remote visit. However, Miller failed to  
24 indicate when the remote visit was conducted. Some of the sites interviewed noted that Miller  
25 arrived late and did not spend sufficient time on site.

1           19.     On March 14, 2019, ICON Clinical further learned based on additional review that  
2 Miller had falsely recorded being on site at other clinical sites when she was in fact not there. As  
3 such, the client requested that Miller be removed from working on any clinical studies.

4           20.     Because of Miller's ongoing performance issues, including the client's request that  
5 she be removed from clinical studies on which she was working, ICON Clinical terminated  
6 Miller's employment on March 19, 2019.

7           21.     Due to the issues with her monitoring visit logs and time entries, ICON Clinical  
8 reviewed these records in conjunction with the travel expenses and travel invoices she submitted.  
9 ICON Clinical identified countless issues with Miller's expense reports, including instances  
10 where Miller submitted the same expense for reimbursement twice, instances where Miller  
11 doctored receipts for hotel stays and transportation and reused them for the purposes of obtaining  
12 further reimbursement, and instances where the information in the expense reports Miller  
13 submitted had significant inconsistencies.

14           22.     Because of Miller's fraudulent expense report submissions and misleading and  
15 inaccurate clinical monitoring log and time entries, \$101,394.39 was refunded to this client on  
16 ICON Clinical's behalf by ICON Clinical Research Limited. This amount was later charged back  
17 to ICON Clinical as the proper entity to account for the loss. \$101,394.39 represented the total  
18 amount reflected in Miller's expense report submissions for the clinical studies at issue.

19           23.     Additionally, Miller's conduct triggered a Significant Quality Event ("SQE")  
20 review for the client because of concerns that studies she had been responsible for monitoring  
21 may have been compromised or negatively affected. In connection with this SQE review, ICON  
22 Clinical incurred additional costs in the approximate total amount of \$103,629.77. Specifically,  
23 the CRAs who replaced Miller on the clinical studies at issue had to check on critical items  
24 relating to Miller's work to assess whether there were other issues with Miller's previous  
25 monitoring visits, such as scientific misconduct, which cost ICON Clinical approximately  
26 \$20,375. These critical checks were crucial as any such scientific misconduct could adversely  
27 affect the health of patients. ICON Clinical also invested substantial time comparing Miller's  
28



1 expense receipts against clinical site visit information, which cost ICON Clinical approximately  
2 \$32,089.77. The SQE review also involved numerous internal meetings at ICON Clinical and  
3 meetings with the client, which cost ICON Clinical approximately \$51,165.

#### 4 **Examples of Miller's Fraudulent Expense Reporting**

##### 5 **Submission of Same Expense Report Twice for Double Reimbursement**

6 24. On numerous occasions, Miller submitted the same expense report twice for  
7 double reimbursement. Miller would submit the expense report to Approver A for approval using  
8 one study and site code. Months later, Miller would then submit the exact same expense report  
9 for the exact same amount with the exact same location and dates, but with just the study/site  
10 code and expense report number changed. She would submit this duplicate expense report to  
11 Approver B for approval. Approver B did not know this expense report had already been  
12 approved (though with a different site code and expense report number) and so Miller would be  
13 reimbursed for the same amount again having already been reimbursed for the expenses she  
14 previously reported incurring.

15 25. For example, on October 31, 2018, Miller submitted an expense report requesting  
16 reimbursement in connection with a site visit she purportedly completed on October 4, 2018 in  
17 San Antonio, Texas. Based on Miller's representations in this expense report, ICON Clinical paid  
18 Miller \$1,215.52 to reimburse her for claimed work-related expenses. Then, on January 2, 2019,  
19 Miller submitted the same expense report for reimbursement again but represented that her  
20 expenses related to a different study. The receipts Miller submitted with her expense reports on  
21 October 31, 2018 and January 2, 2019 are identical. As a result, ICON Clinical paid Miller  
22 \$1,215.52 again for expenses for which she previously claimed reimbursement and for which  
23 ICON Clinical had reimbursed her. Miller's fraudulent expense submission therefore caused  
24 ICON Clinical to pay Miller \$1,215.52 that she did not actually incur in expenses and to which  
25 she was not otherwise entitled.

26 26. Miller engaged in the same fraudulent behavior again in February 2019. On  
27 January 31, 2019, Miller submitted an expense report requesting reimbursement in connection  
28



1 with a site visit she purportedly completed on January 29, 2019 in Seattle, Washington. Based on  
 2 Miller's representations in this expense report, ICON Clinical paid Miller \$1,629.36 to reimburse  
 3 her for claimed work-related expenses. Then, on February 22, 2019, Miller submitted the same  
 4 expense report for reimbursement again but represented that her expenses related to a different  
 5 study. The receipts Miller submitted with her expense reports on January 30, 2019 and February  
 6 22, 2019, are identical. As a result, ICON Clinical paid Miller \$1,629.36 again for expenses for  
 7 which she previously claimed reimbursement and for which ICON Clinical had reimbursed her.  
 8 Miller's fraudulent expense submission therefore caused ICON Clinical to pay Miller \$1,629.36  
 9 that she did not actually incur in expenses and to which she was not otherwise entitled.

#### 10 **Miller's Submission of and Reimbursement for Forged Receipts**

11 27. On numerous occasions, Miller submitted and received reimbursement for  
 12 fabricated or forged Lyft and hotel receipts.

13 28. For example, not only did Miller seek and obtain double reimbursement for her  
 14 Seattle, Washington trip at the end of January 2019, but she also submitted, in the original  
 15 reimbursement request, a forged hotel receipt, forged Lyft receipts, and an outdated and  
 16 misleading travel itinerary and misrepresented the number of days she spent in Seattle.

17 29. Previously, at the end of October 2018, Miller had conducted a site visit in Seattle.  
 18 With the expense report she submitted for that Seattle trip, Miller included a hotel receipt for a  
 19 two-night stay at the Silver Cloud Hotel Stadium in the amount of \$873.26. Except for doctoring  
 20 the dates of the stay on the receipt, Miller submitted the exact same hotel receipt with her expense  
 21 report for her January 2019 trip reflecting that she purportedly stayed in Seattle the night of  
 22 January 29 and January 30. The room number, reservation number, folio number, and booking  
 23 number on the hotel receipts were the exact same. Upon information and belief, ICON Clinical  
 24 alleges that reservation, folio, and booking numbers are unique numbers that should be different  
 25 for each stay at a hotel. Attached as **Exhibit A** is a true and correct copy of the hotel receipt that  
 26 Miller submitted with the expense report for her October 2018 trip to Seattle and attached as  
 27  
 28

1 **Exhibit B** is a true and correct copy of the hotel receipt that Miller submitted with the expense  
 2 report for her January 2019 trip to Seattle.

3 30. In addition, with her expense report, Miller misleadingly submitted a travel  
 4 itinerary dated January 19, 2019, that showed Miller flying to Seattle on January 29 and leaving  
 5 on January 31. However, on the morning of January 29, 2019, Miller changed her itinerary to a  
 6 one-night hotel stay at the Silver Cloud Hotel – Broadway and changed her departure flight from  
 7 January 31 to January 30. Miller knowingly failed to submit her finalized travel itinerary with her  
 8 expense report to lead ICON Clinical to believe that she had taken a three-day trip to Seattle with  
 9 a two-night hotel stay, when in fact she had only taken a two-day trip with a one-night hotel stay.  
 10 Miller later admitted as part of the SQE review that she only spent January 29, 2019, on site in  
 11 Seattle and not January 30, 2019.

12 31. Moreover, the finalized travel itinerary for the late January Seattle trip reflects that  
 13 Miller stayed at the Silver Cloud Hotel – Broadway, not the Silver Cloud Hotel Stadium, as she  
 14 falsely stated on her forged hotel receipt. These hotels are located at two different locations in  
 15 Seattle about two miles apart. The Silver Cloud Hotel – Broadway is located at 1100 Broadway,  
 16 Seattle, WA 98122 and the Silver Cloud Hotel Stadium is located at 1046 1st Avenue South,  
 17 Seattle, WA 98134.

18 32. Miller spent \$169 for a one-night stay at the Silver Cloud Hotel – Broadway hotel  
 19 on January 29, 2019. Yet, she sought and received \$873.26 by falsely claiming that she stayed at  
 20 the Silver Cloud Hotel Stadium for two nights. Miller therefore fraudulently obtained \$704.26  
 21 from ICON Clinical through her fabricated hotel receipt for the Silver Cloud Hotel Stadium. In  
 22 addition, by falsely reporting that she went on a three-day trip instead of a two-day trip, Miller  
 23 received \$57.50 in per diems to which she was not otherwise entitled.

24 33. Miller also forged her Lyft receipts for her Seattle trip in January 2019 by  
 25 resubmitting the same receipts from her October 2018 trip to Seattle, except for a change in dates.  
 26 For example, Miller’s purported ride from the “Silver Cloud Hotel” to the “SEA Airport”  
 27  
 28

1 allegedly cost exactly \$59.50 on both October 31, 2018, and January 31, 2019.<sup>1</sup> Miller also was  
 2 supposedly picked up by a Lyft ride at exactly 12:33 p.m. on both days. Similarly, Miller's ride  
 3 from "LAX Airport" to her address in Los Angeles cost exactly \$72.80 on both October 31, 2018,  
 4 and January 31, 2019.<sup>2</sup> Miller also was supposedly picked up by a Lyft ride at exactly 8:33 p.m.  
 5 on both days. Attached as **Exhibits C** and **D**, respectively, are true and correct copies of the  
 6 purported Lyft receipts that Miller submitted with her expense reports for her October 2018 and  
 7 January 2019 trips to Seattle.

8 34. Not even accounting for the fabricated Lyft receipts, Miller, through her double  
 9 expense report submission, fabricated hotel receipt, and misrepresentation of trip length,  
 10 fraudulently induced ICON Clinical to pay her \$2,391.12 in claimed expenses that she did not  
 11 actually incur during her January 2019 Seattle trip.

#### 12 **Miller's False Reporting of Multiple Night Hotel Stays**

13 35. On numerous occasions, as already described in connection with her trip to Seattle  
 14 in 2019 above, Miller reported and sought reimbursement for multiple night stays at hotels even  
 15 though she only stayed a single night at these locations.

16 36. For example, Miller traveled to Tulsa, Oklahoma, for a monitoring visit at the end  
 17 of January 2018. In connection with this trip, Miller requested and received reimbursement for  
 18 \$380 for a reported two-night stay at the Ambassador Hotel in Tulsa. However, Miller's flight  
 19 itinerary shows that she traveled to Tulsa on January 30, 2018, not January 29, 2018, as  
 20 represented in her expense report. Lyft receipts also show Miller was in Los Angeles until  
 21 January 30. In addition, Miller's "out of office" email message states that Miller was "traveling  
 22 and conducting monitoring visits from 30Jan2018 to 31Jan2018." As such, Miller falsely sought  
 23 and received reimbursement in the amount of \$190 for a purported stay at the Ambassador Hotel  
 24 in Tulsa on January 29 even though she did not stay there that night.

25  
 26 <sup>1</sup> As discussed above, Miller was not in Seattle on January 31, 2019, so she could not have taken  
 a Lyft ride on that day in Seattle in any event.

27 <sup>2</sup> The October 31, 2018 Lyft receipt is also fabricated because on October 31, 2018, Miller was in  
 28 New York, not Los Angeles, as shown by multiple Lyft receipts in Miller's ICON inbox.

37. A week later Miller traveled to San Antonio, Texas, for another site monitoring visit. Miller represented on her expense report that she was in San Antonio for two nights from February 6 – 8, 2018, to conduct a site visit, and requested reimbursement for hotel costs for two nights. Because of Miller’s representation on her expense report, ICON Clinical reimbursed Miller for a two-night stay in San Antonio and paid her \$325. However, Miller’s World Travel invoice and itinerary as well as her actual Lyft receipts, which she did not submit with her expense report, show that Miller was only in San Antonio from February 6 to February 7, 2018 – not February 8, 2018. In addition, Miller falsely reported staying at the Hotel Contessa for \$162.50 per night, while in fact she stayed at the Hilton San Antonio Airport hotel for \$126.09 the single night she was in San Antonio. One of Miller’s actual Lyft receipts shows she was picked up from the San Antonio Airport at 11:40 pm and dropped off at the Hilton San Antonio Airport hotel at 11:50 pm. Miller’s Hilton San Antonio Airport hotel receipt shows she checked in two minutes later at 11:52 pm and checked out the following day, February 7, 2018. In addition, as with basically all her expense reports, Miller doctored her Lyft receipts, which were dated 2017. The pick-up and drop-off times and the mileage traveled during the Lyft trip had been removed from the receipts. Miller sought and received reimbursement in the amount of \$22.60 for her purported ride from the San Antonio Airport to the Hotel Contessa, when she actually only spent \$11.92 on a ride from the airport to the Hilton San Antonio Airport hotel. Similarly, Miller’s actual Lyft receipt for her travel to the Los Angeles Airport on February 6, 2018, shows that she only incurred \$14.72 in Lyft expenses, not \$53.80 as reflected on the falsified Lyft receipt she submitted for reimbursement. Because of Miller’s false expense reporting in connection with her February 2018 San Antonio trip, ICON Clinical overpaid Miller by at least \$248.67.

38. Similarly, Miller sought reimbursement for a purported site monitoring trip to San Diego from November 19 - 21, 2018 in the amount of \$1,419.42 for Lyft rides, a two-night hotel stay, and per diems. However, Miller did not travel to San Diego during those dates. Instead, she flew from Los Angeles to San Francisco on November 20, 2018, and visited a study site in San

1 Francisco as her actual Lyft ride receipts, actual travel itinerary, and study site visit  
 2 documentation confirm. As such, Miller fabricated the Lyft ride and hotel receipts that she  
 3 submitted with her expense report for this purported San Diego trip. Based on Miller's false  
 4 representations, ICON Clinical paid her \$1,149.42 for expenses she did not incur and to which  
 5 she was not otherwise entitled.

### 6 **FIRST CLAIM FOR RELIEF**

#### 7 **(FRAUD – INTENTIONAL MISREPRESENTATION)**

8 39. ICON Clinical incorporates by reference the allegations contained in paragraphs 1  
 9 through 38, inclusive, as though set forth fully herein.

10 40. An individual commits civil fraud or intentional misrepresentation when she  
 11 makes a knowingly false representation, intends to deceive or induces reliance on the  
 12 misrepresentation, the affected party reasonably relies on the misrepresentation, and the affected  
 13 party suffers resulting damages. *Service by Medallion, Inc. v. Clorox Co.* (1996) 44 Cal. App. 4th  
 14 1807, 1816.

15 41. Miller knowingly made false representations to ICON Clinical through inaccurate,  
 16 misleading, and fabricated and forged expense reports, time recording entries, and clinical study  
 17 monitoring logs. Miller's representations to ICON Clinical of the expenses that she incurred, the  
 18 time she spent working, and the time she spent at study sites were false and she knew that these  
 19 representations were false when she made them or she made them recklessly and without regard  
 20 for their truth. Miller intended for ICON Clinical to rely on her fraudulent expense reports, time  
 21 recording entries, and clinical study monitoring logs so that the Company would pay her  
 22 reimbursement amounts beyond expenses she had actually incurred in connection with her work  
 23 for ICON Clinical. Miller's intent to deceive ICON Clinical is evidenced by, among other things,  
 24 her double submission of expense reports, fabrication and forging of Lyft and hotel receipts, and  
 25 submission of outdated travel itineraries. Miller further understood that ICON Clinical relied  
 26 upon the expense reports she submitted to reimburse her and that if her expense reports were  
 27 inaccurate then the reimbursement amount would be inaccurate. ICON Clinical requires its  
 28

1 employees to act honestly in their dealings with the Company and to follow company policies,  
2 including submitting accurate expense reports, time recording entries, and clinical study  
3 monitoring logs. ICON Clinical reasonably relied upon the information Miller submitted to its  
4 detriment.

5 42. Miller's intentional misrepresentations were a substantial factor in causing ICON  
6 Clinical harm. ICON Clinical reimbursed Miller for at least \$71,241.52 in claimed expenses that  
7 she did not in fact incur and through this action ICON Clinical seeks to recover these monies that  
8 Miller fraudulently induced the Company to pay her. In addition, Miller's fraudulent conduct  
9 which called into question all of her expense report submissions caused not only this \$71,241.52  
10 to be refunded on ICON Clinical's behalf to the client for whom Miller was conducting site  
11 monitoring, but also \$30,152.87 in additional expenses that Miller submitted and for which she  
12 received reimbursement. Therefore, as a consequence of Miller's unlawful conduct, ICON  
13 Clinical suffered damages in the amount of \$101,394.39.

14 43. ICON Clinical incurred additional costs in the approximate amount of \$103,629.77  
15 stemming from the Company's quality review of the clinical studies on which Miller had worked  
16 and its investigation into anomalies associated with her clinical monitoring log entries and  
17 expense report submissions. Specifically, the CRAs who replaced Miller on the clinical studies at  
18 issue had to check on critical items relating to Miller's work to assess whether there were other  
19 issues with Miller's previous monitoring visits, which cost ICON Clinical approximately  
20 \$20,375. ICON Clinical also invested substantial time comparing Miller's expense receipts  
21 against clinical site visit information, which cost ICON Clinical approximately \$32,089.77.  
22 Furthermore, the SQE review involved numerous internal meetings at ICON Clinical and with the  
23 client, which cost ICON Clinical approximately \$51,165.

24 44. Miller's fraudulent conduct caused damages to ICON Clinical in the amount of at  
25 least \$205,024.16, and ICON Clinical seeks to recover this principal amount in this action. In  
26 addition, ICON Clinical seeks pre- and post-judgment interest and costs.  
27  
28

45. ICON Clinical also seeks punitive and exemplary damages sufficient to punish Miller for engaging in the above-described fraudulent conduct and to deter similar conduct on her part in the future.

## **SECOND CLAIM FOR RELIEF**

**(FRAUD – CONCEALMENT)**

46. ICON Clinical incorporates by reference the allegations contained in paragraphs 1 through 45, inclusive, as though set forth fully herein.

47. In addition to intentional misrepresentations Miller made to ICON Clinical, Miller also knowingly and intentionally failed to disclose certain facts to ICON Clinical, such as changes in travel itineraries and the fact that she did not stay at certain hotels, which would have shown that the claimed expenses she sought were not legitimate. Miller's deliberate concealment of these facts was a substantial factor in causing harm to ICON Clinical.

48. ICON Clinical reimbursed Miller for at least \$71,241.52 in claimed expenses that she did not in fact incur and through this action ICON Clinical seeks to recover these monies that Miller fraudulently induced the Company to pay her. In addition, Miller's fraudulent conduct which called into question all of her expense report submissions caused not only this \$71,241.52 to be refunded on ICON Clinical's behalf to the client for whom Miller was conducting site monitoring but also \$30,152.87 in additional expenses that Miller submitted and for which she received reimbursement. Therefore, as a consequence of Miller's unlawful conduct, ICON Clinical suffered damages in the amount of \$101,394.39.

49. ICON Clinical incurred additional costs in the approximate amount of \$103,629.77 stemming from the Company's quality review of the clinical studies on which Miller had worked and its investigation into anomalies associated with her clinical monitoring log entries and expense report submissions. Specifically, the CRAs who replaced Miller on the clinical studies at issue had to check on critical items relating to Miller's work to assess whether there were other issues with Miller's previous monitoring visits, which cost ICON Clinical approximately \$20,375. ICON Clinical also invested substantial time comparing Miller's expense receipts



1 against clinical site visit information, which cost ICON Clinical approximately \$32,089.77.

2 Furthermore, the SQE review involved numerous internal meetings at ICON Clinical and with the  
3 client, which cost ICON Clinical approximately \$51,165.

4 50. Miller's fraudulent conduct caused damages to ICON Clinical in the amount of at  
5 least \$205,024.16, and ICON Clinical seeks to recover this principal amount in this action. In  
6 addition, ICON Clinical seeks pre- and post-judgment interest and costs.

7 51. ICON Clinical also seeks punitive and exemplary damages sufficient to punish  
8 Miller for engaging in the above-described fraudulent conduct and to deter similar conduct on her  
9 part in the future.

### 10 **THIRD CLAIM FOR RELIEF**

#### 11 **(NEGLIGENT MISREPRESENTATION)**

12 52. ICON Clinical incorporates by reference the allegations contained in paragraphs 1  
13 through 51 inclusive, as though set forth fully herein.

14 53. Alternatively, if Miller did not engage in intentional misrepresentation and  
15 fraudulent concealment, ICON Clinical alleges that Miller negligently misrepresented that she  
16 incurred certain business expenses when in fact she did not incur those expenses. Miller had no  
17 reasonable grounds for believing the representations were true when she made them given that  
18 she made double expense reimbursement submissions, fabricated and forged Lyft receipts and  
19 hotel receipts, and did not even go on certain trips for which she sought reimbursement. Miller  
20 intended that ICON Clinical rely upon her representation of her claimed expenses so that it would  
21 pay her for expenses she reported. ICON Clinical reasonably relied on Miller's representations of  
22 her work-related expenses, time spent working, and time spent on site at clinical studies.

23 54. Miller's negligent misrepresentation of her expense reports harmed ICON Clinical  
24 in that ICON Clinical paid Miller for expenses she did not incur and ICON Clinical's reliance on  
25 Miller's representation of her expenses was a substantial factor in causing it harm. ICON Clinical  
26 reimbursed Miller for at least \$71,241.52 in claimed expenses that she did not in fact incur and  
27 through this action ICON Clinical seeks to recover these monies that Miller fraudulently induced  
28

1 the Company to pay her. In addition, Miller's fraudulent conduct which called into question all  
 2 of her expense report submissions caused not only this \$71,241.52 to be refunded on ICON  
 3 Clinical's behalf to the client for whom Miller was conducting site monitoring but also  
 4 \$30,152.87 in additional expenses that Miller submitted and for which she received  
 5 reimbursement. Therefore, as a consequence of Miller's unlawful conduct, ICON Clinical  
 6 suffered damages in the amount of \$101,394.39.

7 55. ICON Clinical incurred additional costs in the approximate amount of \$103,629.77  
 8 stemming from the Company's quality review of the clinical studies on which Miller had worked  
 9 and its investigation into anomalies associated with her clinical monitoring log entries and  
 10 expense report submissions. Specifically, the CRAs who replaced Miller on the clinical studies at  
 11 issue had to check on critical items relating to Miller's work to assess whether there were other  
 12 issues with Miller's previous monitoring visits, which cost ICON Clinical approximately  
 13 \$20,375. ICON Clinical also invested substantial time comparing Miller's expense receipts  
 14 against clinical site visit information, which cost ICON Clinical approximately \$32,089.77.  
 15 Furthermore, the SQE review involved numerous internal meetings at ICON Clinical and with the  
 16 client, which cost ICON Clinical approximately \$51,165.

17 56. Miller's fraudulent conduct caused damages to ICON Clinical in the amount of at  
 18 least \$205,024.16, and ICON Clinical seeks to recover this principal amount in this action. In  
 19 addition, ICON Clinical seeks pre- and post-judgment interest and costs.

20 57. ICON Clinical also seeks punitive and exemplary damages sufficient to punish  
 21 Miller for engaging in the above-described fraudulent conduct and to deter similar conduct on her  
 22 part in the future.

#### 23 **FOURTH CLAIM FOR RELIEF**

#### 24 **(BREACH OF CONTRACT)**

25 58. ICON Clinical incorporates by reference the allegations contained in paragraphs 1  
 26 through 57 inclusive, as though set forth fully herein.

59. In accepting ICON Clinical's job offer, Miller agreed to abide by the Company's policies and expectations, which included Miller agreeing to behave honestly in all her dealings with the Company and submitting accurate expense reports, time entries, and site monitoring visit logs, and to comply with all applicable laws. ICON Clinical satisfied its obligations with respect to Miller by paying her the amount it agreed to for the work she performed as a CRA II. However, by defrauding the Company, Miller broke her agreement that she would comply with all applicable laws, behave honestly in all her dealings with the Company, and that she would submit accurate expense reports, time entries, and site monitoring visit logs. Miller therefore entirely failed to uphold her end of the bargain.

60. Miller's breach of her agreement with ICON Clinical proximately caused the Company to suffer damages in the amount of at least \$205,024.16. Miller reasonably could have foreseen that the Company would be damaged by her actions because she induced the Company to pay for claimed expenses that she did not actually incur. Furthermore, Miller understood the importance of accurately recording her time on site visits and associated data with those visits because ICON Clinical and its client relied upon that information to ensure the quality and validity of clinical studies. Miller therefore reasonably could have foreseen that by submitting inaccurate time and site monitoring logs ICON Clinical and its client would have to take remedial action to ensure that clinical studies had not been compromised.

61. ICON Clinical seeks to recover at least \$205,024.16 in damages resulting from Miller's breach of her employment agreement with the Company. In addition, ICON Clinical seeks pre- and post-judgment interest and costs.

### **PRAYER FOR RELIEF**

NOW, THEREFORE, ICON Clinical prays for relief as follows:

1. For judgment in favor of ICON Clinical and against Miller on ICON Clinical's causes of action in this First Amended Cross-Complaint;
2. For the principal sum of at least \$205,024.16 on ICON Clinical's causes of action;
3. For pre- and post-judgment interest at the legal rate on the principal sum on ICON

1 Clinical's causes of action;

2 4. For exemplary and punitive damages in an amount to be determined at trial;

3 5. For disgorgement of Miller's ill-gotten gains;

4 6. For costs of suit incurred herein; and

5 7. For such other relief as the Court may deem proper.

6  
7 Dated: March 29, 2022

MORGAN, LEWIS & BOCKIUS LLP  
CROWELL & MORING LLP

8  
9  
10 By 

Christopher J. Banks  
Andrew P. Frederick  
Nicole L. Antonopoulos  
Miranda M. Rowley

11  
12  
13 Attorneys for Defendants  
ICON CLINICAL RESEARCH LLC;  
14 DOCS GLOBAL, INC.; and ICON PLC  
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**DEMAND FOR JURY TRIAL**

ICON Clinical hereby demands a jury trial on all causes of action and claims with respect to which it has a right to a jury trial.

Dated: March 29, 2022

MORGAN, LEWIS & BOCKIUS LLP  
CROWELL & MORING LLP

By

  
\_\_\_\_\_  
Christopher J. Banks  
Andrew P. Frederick  
Nicole L. Antonopoulos  
Miranda M. Rowley

Attorneys for Defendants  
ICON CLINICAL RESEARCH LLC,  
DOCS GLOBAL, INC., and ICON PLC

# **EXHIBIT A**

Silver Cloud Hotel Stadium  
 1046 1st Ave South  
 Seattle, Washington 98134

October 31, 2018

Page 1 of 1

Chrystal Miller

**Guest Information:**

Redacted

Room: 118

Reservation #: 9281266

Folio #: 8117276

Visit From: 29-Oct-2018 to 31-Oct-2018

Booking #: 71247141

Los Angeles, CA 90028

Date	Reference	Description	Unit	Currency	Credit	Charge
29-Oct-2018	NITAUD	Room Charge	322	\$	0.00	409.00
30-Oct-2018	NITAUD	Room Charge	322	\$	0.00	409.00
31-Oct-2018		State Tax				57.26
31-Oct-2018		VISAVS - 2277				
				<b>Totals:</b>	<b>0.00</b>	<b>873.26</b>
				<b>Folio Balance:</b>	<b>0.00</b>	



# **EXHIBIT B**

Silver Cloud Hotel Stadium  
1046 1st Ave South  
Seattle, Washington 98134

January 31, 2019

Page 1 of 1

Chrystal Miller

**Guest Information:**

Redacted

Room: 118

Reservation #: 9281266

Los Angeles, CA 90028

Folio #: 8117276

Visit From: 29-Jan-2019 to 31-Jan-2019

Booking #: 71247141

Date	Reference	Description	Unit	Currency	Credit	Charge
29-Jan-2019	NITAUD	Room Charge	322	\$	0.00	409.00
30-Jan-2019	NITAUD	Room Charge	322	\$	0.00	409.00
30-Jan-2019		State Tax				57.26
31-Jan-2019		VISAVS - 2277				
				<b>Totals:</b>	<b>0.00</b>	<b>873.26</b>
				<b>Folio Balance:</b>	<b>0.00</b>	

# EXHIBIT C

9:17 PM

October 29, 2018

## Ride Details



Lyft fare	\$59.50
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<small>VISA</small> Visa *2277	\$59.50
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● Pickup  
SEA Airport Seattle, WA

● Dropoff  
~~5000 5th Ave~~  
Silver Cloud Hotel Seattle, WA

Thanks for riding!

10:07 PM

October 29, 2018

Ride Details



Lyft fare	\$34.70
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<small>VISA</small> Visa *2277	\$34.70
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- Pickup  
Silver Cloud Hotel Seattle, WA

- Dropoff  
~~Red Lobster~~  
Red Lobster Seattle, WA

Thanks for riding!

10:47 PM

October 29, 2018

## Ride Details



Lyft fare	\$35.70
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<small>VISA</small> Visa *2277	\$35.70
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- Pickup  
Red Lobster Seattle, WA
- Dropoff  
~~Dropoff~~  
Silver Cloud Hotel Seattle, WA

Thanks for riding!

8:09 AM

October 30, 2018

Ride Details



Lyft fare	\$65.90
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<small>VISA</small> Visa *2277	\$65.90
--------------------------------	---------

- Pickup  
Silver Cloud Hotel Seattle, WA
- Dropoff  
~~MultiCare~~ Institute for Research Seattle, WA



Thanks for riding

12:07 PM

October 30, 2018

## Ride Details



Lyft fare

\$25.90

VISA

Visa \*2277

\$25.90

● Pickup

~~Uber~~ MultiCare Institute for Research Seattle, WA

● Dropoff

~~Uber~~ Trejos Tacos Seattle, WA

12:57 PM

October 30, 2018

## Ride Details



Lyft fare	\$25.90
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<small>VISA</small> Visa *2277	\$25.90
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- Pickup  
~~Trejos~~ Tacos Seattle, WA

- Dropoff  
~~MultiCare~~ Institute for Research Seattle, WA

Thanks for riding!

6:29 PM

October 30, 2018

Ride Details



Lyft fare	\$63.50
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<small>VISA</small> Visa *2277	\$63.50
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- Pickup  
~~MultiCare~~ Institute for Research Seattle, WA

- Dropoff  
~~Dropoff~~  
Silver Cloud Hotel Seattle, WA

Thanks for riding!

8:14 PM

October 30, 2018

Ride Details



Lyft fare	\$33.70
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<small>VISA</small> Visa *2277	\$33.70
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- Pickup  
Silver Cloud Hotel Seattle, WA
- Dropoff  
~~Chesapeake~~ Cheesecake Factory Seattle, WA

Thanks for riding!

9:49 PM

October 30, 2018

Ride Details



Lyft fare	\$35.70
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<small>VISA</small> Visa *2277	\$35.70
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- Pickup  
Cheesecake Factory Seattle, WA

- Dropoff  
Silver Cloud Hotel Seattle, WA

Thanks for riding!

12:33 PM

October 31, 2018

### Ride Details



Lyft fare	\$59.50
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<small>VISA</small> Visa *2277	\$59.50
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● Pickup  
Silver Cloud Hotel Seattle, WA

● Dropoff  
~~Dropoff~~  
SEA Airport Seattle, WA

Thanks for riding!

8:33 PM

October 31, 2018

Ride Details



Lyft fare	\$72.80
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<small>VISA</small> Visa *2277	\$72.80
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● Pickup  
LAX Airport Los Angeles, CA

● Dropoff  
Redacted Harold Way Los Angeles, CA



# EXHIBIT D

Thanks for riding!

3:17 PM

January 29, 2019

## Ride Details



Lyft fare	\$70.80
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<small>VISA</small> Visa *2277	\$70.80
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## ● Pickup

Redacted Harold Way Los Angeles, CA

## ● Dropoff

LAX Airport Los Angeles, CA

9:17 PM

January 29, 2019

## Ride Details



Lyft fare	\$59.50
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<small>VISA</small> Visa *2277	\$59.50
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● Pickup  
SEA Airport Seattle, WA

● Dropoff  
~~SEA Airport~~  
Silver Cloud Hotel Seattle, WA

Thanks for riding!

10:07 PM

January 29, 2019

Ride Details



Lyft fare	\$34.70
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<small>VISA</small> Visa *2277	\$34.70
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● Pickup  
Silver Cloud Hotel Seattle, WA

● Dropoff  
~~Red Lobster~~  
Red Lobster Seattle, WA

Thanks for riding!

10:47 PM

January 29, 2019

Ride Details



Lyft fare	\$35.70
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<small>VISA</small> Visa *2277	\$35.70
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- Pickup  
Red Lobster Seattle, WA
- Dropoff  
~~Dropoff~~  
Silver Cloud Hotel Seattle, WA

Thanks for riding!

8:09 AM

January 30, 2019

Ride Details



Lyft fare	\$65.90
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<small>VISA</small> Visa *2277	\$65.90
--------------------------------	---------

- Pickup  
Silver Cloud Hotel Seattle, WA
- Dropoff  
~~MultiCare~~ Institute for Research Seattle, WA

Thanks for riding

12:07 PM

January 30, 2019

Ride Details



Lyft fare	\$25.90
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<small>visa</small> Visa *2277	\$25.90
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- Pickup  
~~Uber~~ MultiCare Institute for Research Seattle, WA

- Dropoff  
~~Uber~~ Trejos Tacos Seattle, WA

12:57 PM

January 30, 2019

## Ride Details



Lyft fare	\$25.90
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<small>VISA</small> Visa *2277	\$25.90
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- Pickup  
~~Trejos~~ Tacos Seattle, WA

- Dropoff  
~~MultiCare~~ Institute for Research Seattle, WA



Thanks for riding!

6:29 PM

January 30, 2019

Ride Details



Lyft fare	\$63.50
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<small>VISA</small> Visa *2277	\$63.50
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- Pickup  
~~MultiCare~~ Institute for Research Seattle, WA

- Dropoff  
~~Dropoff~~ Silver Cloud Hotel Seattle, WA

Thanks for riding!

8:14 PM

January 30, 2019

Ride Details



Lyft fare	\$33.70
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<small>VISA</small> Visa *2277	\$33.70
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- Pickup  
Silver Cloud Hotel Seattle, WA
- Dropoff  
~~Chesapeake~~ Cheesecake Factory Seattle, WA

Thanks for riding!

8:14 PM

January 30, 2019

Ride Details



Lyft fare	\$33.70
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<small>VISA</small> Visa *2277	\$33.70
--------------------------------	---------

- Pickup  
Silver Cloud Hotel Seattle, WA
- Dropoff  
~~Chesapeake~~  
Cheesecake Factory Seattle, WA

Thanks for riding!

12:33 PM

January 31, 2019

Ride Details



Lyft fare	\$59.50
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<small>VISA</small> Visa *2277	\$59.50
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● Pickup  
Silver Cloud Hotel Seattle, WA

● Dropoff  
~~Dropoff~~  
SEA Airport Seattle, WA

Thanks for riding!

8:33 PM

January 31, 2019

### Ride Details



Lyft fare	\$72.80
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<small>VISA</small> Visa *2277	\$72.80
--------------------------------	---------

● Pickup  
LAX Airport Los Angeles, CA

● Dropoff  
Redacted Harold Way Los Angeles, CA